in another it shall be deemed to have been committed and to be cognizable in either district. *United States* v. *Freeman,* 36 Sup. Ct. 32.

In *Armour Packing Co.* v. *U. S.,* 209 U. S. 56, 28 Sup. Ct. 428, 52 L. Ed. 681, it was held that the offense of receiving rebates, whereby interstate shipments were made at rates less than the published schedules, was committed in every District through which the transportation was conducted, and that therefore the provision in the statute allowing prosecution in every such District was within the Sixth Amendment to the Constitution of the United States. The court there said, "Transportation is an essential element of the offense, and equally takes place over any and all the traveled route, and during transportation the crime is being constantly committed." The court did not cite this case, nor any other, on this point, for it found sufficient justification for its construction of the statute from the fact that the statute likewise made it an offense to ship from a foreign country into a State, an act which Congress could not well have intended should be a crime complete in the place of shipment, but which it must have intended to be cognizable in the District into which the package was transported. It might be added that enforcement would be much more practicable in the "dry" state into which the goods would, in most of the cases arising, be sent, than in the "wet" state from which they would be shipped.

DAMAGES—DELAY IN DELIVERING TELEGRAPH MESSAGE.—Plaintiff was agent for a furniture company, and had put in a bid for equipping a building of the University of California. Before the day set for the opening of bids, plaintiff's principal had wired him information which would have enabled him to lower his bid to such an extent that it would have been the lowest bid made. The Board of Regents of the University, who awarded the contract, were given power by statute to let the contract to the lowest responsible bidder, or to reject all bids and advertise anew. Because of the negligent delay of defendant, the telegram did not reach the plaintiff until after the bids were opened and the contract was let to another company which made the lowest bid. Plaintiff seeks to recover from defendant as damages the amount of commission he would have received had he obtained the contract, alleging that he would have received the contract, had it not been for defendant's delay. *Held.*—Plaintiff's complaint was demurrable, the damages claimed being too remote; as the Regents had power to reject all bids, it was not certain that plaintiff's principal would have obtained the contract even though his bid had been the lowest. *McQuilkin* v. *Postal Telegraph Cable Co.* (Cal. 1915) 151 Pac. 21.

The probabilities under these facts would seem to be much stronger that plaintiff would have received the contract than that he would not have received it. The court, however, looks upon his chance for the contract as a "mere probability", and refuses to allow damages for its loss. In the case of *Chaplin v. Hicks,* C. A. (1911) 2 K. B. 786, the English Court of Appeal hald that the right of a young lady to compete for a valuable prize was such a valuable chance that damages should be allowed her for depriva-

tion of the right. The court in the instant case evidently rejects the doctrine announced in the cited case, that "the loss of a chance of winning in a competition is assessable." See note in 10 MICH. L. REV. 392. There are several cases holding that one may recover from a carrier for profits lost and contracts prevented by reason of delay in a shipment; the facts of many of these cases show that there were more causes which might have entered in to prevent the loss than there were in the principal case. *Illinois Cent. R. Co.* v. *Byrne,* 205 Ill. 9, 68 N. E. 720; 14 MICH LAW REV. 70. It is of course essential that the carrier or telegraph company have notice, either actually or from the nature of the goods or message, of the loss that would probably follow from delay. The message in the instant case, by reason of its contents, would have given this notice. There is a division of authority as to the liability of a telegraph company to one to whom an offer to make a mercantile contract is made, for failure to deliver a message containing such offer, but the weight of authority seems to be slightly in favor of allowance of such recovery. *W. U. Tel. Co.* v. *Bigger-staff,* 177 Ind. 168, 97 N. E. 531. In the principal case it would seem that the court went contrary to its own previous holding in deciding this case on demurrer, and denying the plaintiff the recovery of even nominal damages. *Parks* v. *Telegraph Co.,* 13 Cal. 423, 73 Am. Dec. 589; *Daughtry* v. *Tel. Co.,* 75 Ala. 168; see also Ann. Cas. 1914 C. 208. And it has also been held that the testimony of the persons having authority to accept the bid in a case of this kind is competent to establish the certainty of the loss, and that the plaintiff is entitled to have an opportunity to make such proof. *Texas & W. Telegraph & Telephone Co., et al* v. *Mackenzie,* 36 Tex. Civ. App. 178, 81 S. W. 581.

DEAD BODIES—EXHUMING FOR EVIDENCE.—In proceedings in escheat by the state, an order of the trial court that the body of the deceased be exhumed on motion of persons claiming as heirs, to enable identification by marks that had been sworn to, was affirmed on appeal. The court declared that the dead should be disturbed only in extreme cases; but one of these is this case in which one claiming to be the mother of the deceased asks for the order to enable her to establish her claim as heir, especially as the testimony of the claimant stands unimpeached. *Percival's Estate* (S. C. 1915) 85 S. E. 247.

The case declares the usual doctrine, though it is somewhat new in its facts. The dead have been ordered exhumed to obtain evidence to convict one on charge of murder: *People* v. *Fitzgerald,* 105 N. Y. 146, 11 N. E. 378, 59 Am. Rep. 483; to refute the state's case in such a prosecution: *Gray* v. *State,* 55 Tex. Crim. 90, 114 S. W. 635, 22 L. R. A. (N. S.) 513; and to prove that deceased was a suicide to avoid liability for life insurance: *Mutual Life Ins. Co.* v. *Griesa,* 156 Fed. 398, and denied in quite similar cases because of delay in asking for it, or because necessity was not extreme: *Moss* v. *State,* 152 Ala. 33, 44 So. 598; *State* v. *Highland,* 71 W. Va. 87, 76 S. E. 140; *Granger Life* v. *Brown,* 57 Miss. 308, 34 Am. Rep. 446.